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THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA

ALEXANDRIA HILL,

Plaintiff,

v.

SANTANDER CONSUMER USA INC.; DOE  
Individuals 1-10; DOE Employees 11-2-‘ and  
ROE Corporations 21-30,

Defendants.

SANTANDER CONSUMER USA INC.,

Third-Party Plaintiff,

v.

CYNTHIA HILL,

Third-Party Defendant.

Case No. 2:18-cv-01117-JAD-GWF

~~PROPOSED~~ STIPULATED  
PROTECTIVE ORDER

IT IS HEREBY STIPULATED by and between Plaintiff Alexandria Hill (“Plaintiff”) and  
Defendant Santander Consumer USA Inc. (“SC”), through their respective attorneys of record, as  
follows:

Pursuant to Fed. R. Civ. P. 26(c) and LPR 1-4, Plaintiff and SC consent and agree to the entry of this Order governing the disclosure and protection of confidential and proprietary business information that may be sought during discovery in this case. In order to facilitate discovery while preserving and maintaining the confidentiality of certain documents or testimony that may be sought by the Plaintiff and SC in this matter (the “Parties”), and in the interests of justice, it is hereby ORDERED by the Court that:

**Proceedings and Information Governed.**

1. This Order (“Protective Order”) is made under Fed. R. Civ. P. 26(c). It governs any document, information, or other thing furnished by any party to any other party, and it includes any non-party who receives a subpoena in connection with this action. The information protected includes, but is not limited to: answers to interrogatories; answers to requests for admission; responses to requests for production of documents; deposition transcripts and videotapes; deposition exhibits; and other writings or things produced, given or filed in this action that are designated by a party as “Confidential Information” or “Confidential Attorney Eyes Only Information” in accordance with the terms of this Protective Order, as well as to any copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded information containing, reflecting, or disclosing such information.

**Designation and Maintenance of Information.**

2. For purposes of this Protective Order, (a) the “Confidential Information” designation means that the document is comprised of trade secrets or commercial information that is not publicly known and is of technical or commercial advantage to its possessor, in accordance with Fed. R. Civ. P. 26(c)(1)(G), or other information required by law or agreement to be kept confidential and (b) the “Confidential Attorney Eyes Only” designation means that the document is comprised of information that the producing party deems especially sensitive, which

1 may include, but is not limited to, confidential research and development, financial, technical,  
2 marketing, any other sensitive trade secret information, or information capable of being utilized  
3 for the preparation or prosecution of a patent application dealing with such subject matter.  
4 Confidential Information and Confidential Attorney Eyes Only Information does not include, and  
5 this Protective Order does not apply to, information that is already in the knowledge or  
6 possession of the party to whom disclosure is made unless that party is already bound by  
7 agreement not to disclose such information, or information that has been disclosed to the public  
8 or third persons in a manner making such information no longer confidential.  
9

10 3. Documents and things produced during the course of this litigation within the  
11 scope of paragraph 2(a) above, may be designated by the producing party as containing  
12 Confidential Information by placing on each page and each thing a legend substantially as  
13 follows:  
14

15 **CONFIDENTIAL INFORMATION**  
16 **SUBJECT TO PROTECTIVE ORDER**

17 Documents and things produced during the course of this litigation within the scope of  
18 paragraph 2(b) above may be designated by the producing party as containing Confidential  
19 Attorney Eyes Only Information by placing on each page and each thing a legend substantially  
20 as follows:

21 **CONFIDENTIAL ATTORNEY EYES ONLY INFORMATION**  
22 **SUBJECT TO PROTECTIVE ORDER**

23 A party may designate information disclosed at a deposition as Confidential Information  
24 or Confidential Attorney Eyes Only Information by requesting the reporter to so designate the  
25 transcript or any portion of the transcript at the time of the deposition. If no such designation is  
26 made at the time of the deposition, any party will have fourteen (14) calendar days after the date  
27 of the deposition to designate, in writing to the other parties and to the court reporter, whether  
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the transcript is to be designated as Confidential Information or Confidential Attorneys Eyes Only Information. If no such designation is made at the deposition or within this fourteen (14) calendar day period (during which period, the transcript must be treated as Confidential Attorneys Eyes Only Information, unless the disclosing party consents to less confidential treatment of the information), the entire deposition will be considered devoid of Confidential Information or Confidential Attorneys Eyes Only Information. Each party and the court reporter must attach a copy of any final and timely written designation notice to the transcript and each copy of the transcript in its possession, custody or control, and the portions designated in such notice must thereafter be treated in accordance with this Protective Order. It is the responsibility of counsel for each party to maintain materials containing Confidential Information or Confidential Attorney Eyes Only Information in a secure manner and appropriately identified so as to allow access to such information only to such persons and under such terms as is permitted under this Protective Order.

**Inadvertent Failure to Designate.**

4. The inadvertent failure to designate or withhold any information as confidential or privileged will not be deemed to waive a later claim as to its confidential or privileged nature, or to stop the producing party from designating such information as confidential at a later date in writing and with particularity. The information must be treated by the receiving party as confidential from the time the receiving party is notified in writing of the change in the designation.

**Challenge to Designations.**

5. A receiving party may challenge a producing party's designation at any time. Any receiving party disagreeing with a designation may request in writing that the producing party change the designation. The producing party will then have ten (10) business days after receipt of

1 a challenge notice to advise the receiving party whether or not it will change the designation. If  
2 the parties are unable to reach agreement after the expiration of this ten (10) business day time-  
3 frame, and after parties confer to resolve the dispute, the receiving party may at any time  
4 thereafter seek an order to alter the confidential status of the designated information. The  
5 producing party will have the burden of proof to establish that the information or document is  
6 entitled to the designation. Until any dispute under this paragraph is ruled upon by the presiding  
7 judge, the designation will remain in full force and effect, and the information will continue to be  
8 accorded the confidential treatment required by this Protective Order.  
9

10 **Disclosure and Use of Confidential Information.**

11 6. Information designated as Confidential Information or Confidential Attorney Eyes  
12 Only Information may only be used for purposes of preparation, trial, and appeal of this action.  
13 Confidential Information or Confidential Attorney Eyes Only Information may not be used under  
14 any circumstances for prosecuting any patent application, for patent licensing, or for any other  
15 purpose.  
16

17 7. Subject to paragraph 9 below, Confidential Information may be disclosed by the  
18 receiving party only to the following individuals, provided that such individuals are informed of  
19 the terms of this Protective Order: (a) two (2) employees of the receiving party who are required  
20 in good faith to provide assistance in the conduct of this litigation, including any settlement  
21 discussions, and who are identified as such in writing to counsel for the designating party in  
22 advance of the disclosure; (b) two (2) in-house counsel for the receiving party; (c) outside  
23 counsel for the receiving party; (d) supporting personnel employed by (b) and (c), such as  
24 paralegals, legal secretaries, data entry clerks, legal clerks, and private photocopying services; (e)  
25 experts or consultants; and (f) any persons requested by counsel to furnish services such as  
26 document coding, image scanning, mock trial, jury profiling, translation services, court reporting  
27  
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1 services, demonstrative exhibit preparation, or the creation of any computer database from  
2 documents.

3 8. Subject to paragraph 9 below, Confidential Attorney Eyes Only Information may  
4 be disclosed by the receiving party only to the following individuals, provided that such  
5 individuals are informed of the terms of this Protective Order: (a) outside counsel for the  
6 receiving party; (b) supporting personnel employed by outside counsel, such as paralegals, legal  
7 secretaries, data entry clerks, legal clerks, private photocopying services; (c) experts or  
8 consultants; and (d) those individuals designated in paragraph 11(c).

9  
10 9. Further, prior to disclosing Confidential Attorney Eyes Only Information to a  
11 receiving party's proposed expert, consultant, or employees, the receiving party must provide to  
12 the producing party a signed Confidentiality Agreement in the form attached as Exhibit A, the  
13 resume or curriculum vitae of the proposed expert or consultant, the expert or consultant's  
14 business affiliation, and any current and past consulting relationships in the industry. The  
15 producing party will thereafter have ten (10) business days from receipt of the Confidentiality  
16 Agreement to object to any proposed individual. The objection must be made for good cause and  
17 in writing, stating with particularity the reasons for the objection. Failure to object within ten  
18 (10) business days constitutes approval. If the parties are unable to resolve any objection, the  
19 receiving party may apply to the presiding judge to resolve the matter. There will be no  
20 disclosure to any proposed individual during the ten (10) business day objection period, unless  
21 that period is waived by the producing party, or if any objection is made, until the parties have  
22 resolved the objection, or the presiding judge has ruled upon any resultant motion.

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25 10. Counsel is responsible for the adherence by third-party vendors to the terms and  
26 conditions of this Protective Order. Counsel may fulfill this obligation by obtaining a signed  
27 Confidentiality Agreement in the form attached as Exhibit B.  
28

1           11. Confidential Information or Confidential Attorney Eyes Only Information may be  
2 disclosed to a person who is not already allowed access to such information under this Protective  
3 Order if:

4           (a) the information was previously received or authored by the person or was  
5 authored or received by a director, officer, employee or agent of the company for which the  
6 person is testifying as a designee under Fed. R. Civ. P. 30(b)(6);

7           (b) the designating party is the person or is a party for whom the person is a director,  
8 officer, employee, consultant or agent; or

9           (c) counsel for the party designating the material agrees that the material may be  
10 disclosed to the person.

11           In the event of disclosure under this paragraph, only the reporter, the person, his or her  
12 counsel, the presiding judge, and persons to whom disclosure may be made and who are bound  
13 by this Protective Order, may be present during the disclosure or discussion of Confidential  
14 Information. Disclosure of material pursuant to this paragraph does not constitute a waiver of the  
15 confidential status of the material so disclosed.

16           **Non-Party Information.**

17           12. The existence of this Protective Order must be disclosed to any person producing  
18 documents, tangible things, or testimony in this action who may reasonably be expected to desire  
19 confidential treatment for such documents, tangible things or testimony. Any such person may  
20 designate documents, tangible things, or testimony confidential pursuant to this Protective Order.

21           **Filing Documents With the Court.**

22           13. If any party wishes to submit Confidential Information to the court, the  
23 submission must be filed only in a sealed envelope bearing the caption of this action and a notice  
24 in the following form:

**CONFIDENTIAL INFORMATION**

[caption]

This envelope, which is being filed under seal,  
contains documents that are subject to a Protective  
Order governing the use of confidential discovery material.

**No Prejudice.**

14. Producing or receiving confidential information, or otherwise complying with the terms of this Protective Order, will not (a) operate as an admission by any party that any particular Confidential Information contains or reflects trade secrets or any other type of confidential or proprietary information; (b) prejudice the rights of a party to object to the production of information or material that the party does not consider to be within the scope of discovery; (c) prejudice the rights of a party to seek a determination by the presiding judge that particular materials be produced; (d) prejudice the rights of a party to apply to the presiding judge for further protective orders; or (e) prevent the parties from agreeing in writing to alter or waive the provisions or protections provided for in this Protective Order with respect to any particular information or material.

**Conclusion of Litigation.**

15. Within sixty (60) calendar days after final judgment in this action, including the exhaustion of all appeals, or within sixty (60) calendar days after dismissal pursuant to a settlement agreement, each party or other person subject to the terms of this Protective Order is under an obligation to destroy or return to the producing party all materials and documents containing Confidential Information or Confidential Attorney Eyes Only Information upon the producing party's request, and to certify to the producing party that this destruction or return has been done. However, outside counsel for any party is entitled to retain all court papers, trial transcripts, exhibits, and attorney work provided that any such materials are maintained and protected in accordance with the terms of this Protective Order.



**Other Proceedings.**

16. By entering this Protective Order and limiting the disclosure of information in this case, the presiding judge does not intend to preclude another court from finding that information may be relevant and subject to disclosure in another case. Any person or party subject to this Protective Order who may be subject to a motion to disclose another party's information designated Confidential pursuant to this Protective Order must promptly notify that party of the motion so that the party may have an opportunity to appear and be heard on whether that information should be disclosed.

**Remedies.**

17. It is Ordered that this Protective Order will be enforced by the sanctions set forth in Fed. R. Civ. P. 37(b) and any other sanctions as may be available to the presiding judge, including the power to hold parties or other violators of this Protective Order in contempt. All other remedies available to any person injured by a violation of this Protective Order are fully reserved.

18. Any party may petition the presiding judge for good cause shown if the party desires relief from a term or condition of this Protective Order.

The foregoing Stipulation is hereby approved by the Court as a Protective Order pursuant to Federal Rule of Civil Procedure 26(c) and LPR 1-4.

Dated: February 12, 2019

/s/ Richard J. Albanese  
**Richard J. Albanese (pro hac vice)**  
**KIMMEL & SILVERMAN**  
 30 E. Butler Pike  
 Ambler, PA 19040  
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 Email: ralbanese@creditlaw.com

***Counsel for the Plaintiff***

/s/ Blaec C. Croft  
**Blaec C. Croft (pro hac vice)**  
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 Email: bcroft@mcguirewoods.com  
***Counsel for Defendant***

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**DONE AND ORDERED** this 13th day of February, 2019.



United States Magistrate Judge

**EXHIBIT A**

**THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA**

ALEXANDRIA HILL,

Plaintiff,

v.

SANTANDER CONSUMER USA INC.; DOE  
Individuals 1-10; DOE Employees 11-2-4 and  
ROE Corporations 21-30,

Defendants.

Case No. 2:18-cv-01117-JAD-GWF

SANTANDER CONSUMER USA INC.,

Third-Party Plaintiff,

v.

CYNTHIA HILL,

Third-Party Defendant.

**CONFIDENTIALITY AGREEMENT FOR EXPERT,  
CONSULTANT OR EMPLOYEES OF ANY PARTY**

I, \_\_\_\_\_, hereby affirm that:

Information, including documents and things, designated as "Confidential Information,"  
or "Confidential Attorney Eyes Only Information," as defined in the Protective Order entered in  
the above-captioned action ("Protective Order"), is being provided to me pursuant to the terms  
and restrictions of the Protective Order.

I have been given a copy of and have read the Protective Order.

1 I am familiar with the terms of the Protective Order and I agree to comply with and to be  
2 bound by its terms.

3 I submit to the jurisdiction of this Court for enforcement of the Protective Order.

4 I agree not to use any Confidential Information or Confidential Attorney Eyes Only  
5 Information disclosed to me pursuant to the Protective Order except for purposes of the above-  
6 captioned litigation and not to disclose any of this information to persons other than those  
7 specifically authorized by the Protective Order, without the express written consent of the party  
8 who designated the information as confidential or by order of the presiding judge. I also agree to  
9 notify any stenographic, clerical or technical personnel who are required to assist me of the terms  
10 of this Protective Order and of its binding effect on them and me.  
11

12  
13 Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Individual or Entity Represented

**EXHIBIT B**

**THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA**

ALEXANDRIA HILL,

Plaintiff,

v.

SANTANDER CONSUMER USA INC.; DOE  
Individuals 1-10; DOE Employees 11-2-‘ and  
ROE Corporations 21-30,

Defendants.

SANTANDER CONSUMER USA INC.,

Third-Party Plaintiff,

v.

CYNTHIA HILL,

Third-Party Defendant.

Case No. 2:18-cv-01117-JAD-GWF

**CONFIDENTIALITY AGREEMENT FOR THIRD-PARTY VENDORS**

I, \_\_\_\_\_, hereby affirm that:

Information, including documents and things, designated as "Confidential Information," or "Confidential Attorney Eyes Only Information," as defined in the Protective Order entered in the above-captioned action ("Protective Order"), is being provided to me pursuant to the terms and restrictions of the Protective Order.

I have been given a copy of and have read the Protective Order.

I am familiar with the terms of the Protective Order and I agree to comply with and to be bound by its terms.

1 I submit to the jurisdiction of this Court for enforcement of the Protective Order.

2 I agree not to use any Confidential Information or Confidential Attorney Eyes Only  
3 Information disclosed to me pursuant to the Protective Order except for purposes of the above-  
4 captioned litigation and not to disclose any of this information to persons other than those  
5 specifically authorized by the Protective Order, without the express written consent of the party  
6 who designated the information as confidential or by order of the presiding judge.  
7

8  
9 Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Individual or Entity Represented